

Preliminary Conditions

PROCEDURAL

1. A site plan in substantial compliance with the preliminary development plan dated June 10, 2009, and the Design Compatibility Report, is to be submitted and approved in accordance with Development Standard 2-02.
2. The property owner shall execute a waiver of potential claims under A.R.S. Sec. 12-1134 for this zoning amendment as permitted by A.R.S. Sec. 12-1134 (I) in the form approved by the City Attorney and titled "Agreement to Waive Any Claims Against the City for Special Exception Land Use".
3. Historic or prehistoric features or artifacts discovered during future ground disturbing activities should be reported to the City of Tucson Archaeologist. Pursuant to A.R.S. 41-865 the discovery of human remains and associated objects found on private lands in Arizona must be reported to the Director of Arizona State Museum.
4. Any relocation, modification, etc., of existing utilities and/or public improvements necessitated by the proposed development shall be at no expense to the public.
5. "Safe by Design" concepts shall be incorporated into the development plan for review by the Tucson Police Department.
6. Owner/developer shall enter into a Sewer Service Agreement with Pima County that specifies the improvements to be made to Pima County's public sewerage system, and the timing of said improvements.
7. The applicant/property owner shall record an airport disclosure statement that recognizes the existence and operational characteristics of Tucson International Airport prior to the City's approval of any building permit. A copy of the recorded disclosure statement shall be submitted as part of the development plan. The applicant shall provide a copy of the disclosure statement to the Tucson Airport Authority, Director of Planning.
8. Five years are allowed from the date of initial authorization to implement and effectuate all Code requirements and conditions of the special exception land use.

LAND USE COMPATABILITY

9. The number of students for this Special Exception shall be limited to 100.
10. Any new outdoor lighting should be as low in elevation as possible, and in compliance with the Outdoor Lighting Code.
11. Outdoor loudspeakers are prohibited.

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12. Hours of operation for the school are limited to 6:00 a.m. to 7:00 p.m., Monday through Friday only.

DRAINAGE/GRADING/VEGETATION

13. Should landscaping be installed as part of this project, rain water harvesting must be conducted at this site per the requirements in Land Use Code (LUC) section 3.7.1.1.A, requiring that landscaping should accomplish natural resources conservation; LUC Section 3.7.4.3.B requiring integration of grading, hydrology and landscaping to make the maximum use of stormwater for on-site irrigation; and LUC Section 3.7.4.5.B requiring that stormwater and runoff harvesting be used to supplement drip irrigation for both new and preserved vegetation. Techniques to design and implement water harvesting are described in the City of Tucson's Water Harvesting Guidance Manual. This document can be downloaded as a pdf file from the following website: <<http://dot.ci.tucson.az.us/stormwater/>>.

To comply with the above-referenced LUC sections, rainwater harvested from building roofs, sidewalks, and parking lots shall be employed to assist in supporting landscaped areas including parking lot tree wells, landscape buffers, sidewalk plantings, and other vegetation locations at the site. Site plans shall include Water Harvesting Plan & Detail sheet(s) showing all water harvesting locations at the site including common areas, perimeter buffer areas and any retention/detention basins and should include the length, width and finished depth of the water harvesting areas, curb openings, raised walkways, use of mulch, and drainage arrows showing runoff routing to each water harvesting area and information on where overflow will be routed.

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AGREEMENT TO WAIVE ANY CLAIMS
AGAINST THE CITY FOR SPECIAL EXCEPTION LAND USE - ZONING EXAMINER
FULL NOTICE PROCEDURE

This agreement ("**Agreement**") is entered into between _____, as the owner of the property described herein ("**Owner**") and the City of Tucson ("**City**") to waive any and all claims for diminution of value that may be based upon action by the City in response to a request from the Owner. This Agreement is entered into in conformance with A.R.S. §12-1134(I).

The Owner is the holder of fee title to the property located at _____, Tucson, Arizona, (the "Property") which is more fully described in the Owner's application to the City in Case ***** and incorporated herein. The Owner, or the authorized agent of the Owner, has submitted an application to the City requesting that the City grant a Special Exception Land Use for the Property. The Owner has requested this action because the Owner has plans for the development of the Property that require the Special Exception Land Use. The Owner believes that the Special Exception Land Use for the Property will increase the value and development potential of the Property, and that this outweighs any rights or remedies that may be obtained under A.R.S. §12-1134 et. seq.

By signing this Agreement, the Owner waives any right or claim that may arise under A.R.S. §12-1134, including any claim for the reduction in the value of the Property, as a result of the enactment of Special Exception Land Use in Case *****.

The Owner understands that City staff may propose and the Zoning Examiner may adopt conditions to the requested Special Exception Land Use that limit the potential development of the Property. The Owner acknowledges that the Special Exception Land Use and conditions are a single, integrated approval. The Owner agrees and consents to all conditions that may be imposed. The Owner retains the right to withdraw the Special Exception Land Use application prior to a decision by the Zoning Examiner or to decline to implement the necessary requirements to effectuate the Special Exception Land Use if the Owner disagrees with any conditions that are proposed or approved. If the Owner does not withdraw the application, the Owner shall be deemed to have accepted all adopted conditions to the requested Special Exception Land Use. If the Owner withdraws the application or does not effectuate the Special Exception Land Use, this Agreement is null and void.

This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. The Owner has agreed to the form of this Agreement provided and approved by the City Attorney. The Owner has had the opportunity to consult with an attorney of the Owner's choice prior to entering this Agreement and enters it fully understanding that the Owner is waiving the rights and remedies as set forth herein.

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Upon execution, this Agreement shall be recorded in the Office of the Pima County Recorder.

The Owner warrants and represents that the person or persons listed herein as the Owner is/are the owner in fee title of the Property. The Owner further agrees to indemnify and hold the City of Tucson, its officers, employees and agents harmless from any and all claims, causes of action, demands, losses, costs and expenses based upon an alleged reduction of value of the Property as a result of the City's action in Case *****.

Dated this _____ day of _____, 20__.

OWNER

By: _____

Subscribed and sworn to before me this _____ day of _____, 200__.

Notary Public

My Commission expires:

City of Tucson, an Arizona municipal Corporation

By: _____
Department of Urban Planning and Design

This form has been approved by the City Attorney.